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# 18-13915-dsj Doc 35-3 Filed 06/26/19 Entered 06/26/19 11:35:13 Exhibit C - Addendum Subsidiary Rights Pg 2 of 3

# #HarperCollinsPublishersIndia

News Corp

This First addendum to the Publishing Agreement dated 24 April 2017 is made on September 20 2018 (effective date) by and between

Vikram Paralkar, of Donadio & Olson, Inc., Donadio & Olson, 157 East 86th Street, #503

New York, NY 10028, USA, Phone: 212-691-8077, E mail: neil@donadio.com (hereinafter referred to as 'the AUTHOR'), which term shall be deemed to include the AUTHOR's executor, devisees, heirs, and literary assigns of the FIRST PART;

#### AND

M/s HarperCollins Publishers India Private Limited, (formerly HarperCollins Publishers India Limited), a company incorporated under the Companies Act, 1956, having its corporate office at A 75, Sector 57, NOIDA 201 301, Uttar Pradesh, India (hereinafter referred to as 'PUBLISHERS'), which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns, of the OTHER PART;

### WHEREAS

- A. Author and Publisher had entered into Publishing Agreement dated 24 April 2017, whereby the Author granted exclusive rights in relation to publish the titles entitled "Wounds of the Dead" (WORK I) and "Afflictions" WORK 2 authored by Author, for the Term and Territory more particularly stated therein in respective Agreements.
- B. The AUTHOR and PUBLISHERS have agreed that from effective date, all sums of money due under Agreement dated 24 April 2017, should be made directly to AUTHOR (less 15% agency commission which should be paid to the AUTHOR'S representative directly by the PUBLISHERS).
- C. The AUTHOR and the PUBLISHERS have agreed to amend clause no 23. SUBSIDIARY RIGHTS of the Publishing Agreement and record it by way of this Addendum from effective date to be read as mentioned hereunder.

## 23. SUBSIDIARY RIGHTS

During the continuance of this Agreement the PUBLISHERS shall make best endeavours to negotiate the sale or lease of subsidiary rights in the Work and will pay to the AUTHOR, the following percentages of the sums received by them on the sale or lease of the rights as set out below:

- 1. Reprint rights licensed to another publisher 60%
- 2. Electronic book rights 50%

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- 3. Translation 70%
- 4. Audio rights 50%
- 5. Dramatization rights for film, television, stage and radio 80% (i.e. the non-exclusive right to dramatize of all or any part of the WORK for reproduction, exhibition, broadcast and/or transmission through the medium of television, film, non-theatric, stage, web, home video (including but not limited to video cassettes and DVDs) and radio.
- 6. Non-Commercial rights for the disabled Free of Charge (i.e. the right to convert the WORK to Braille or to record or print the WORK for the sole use of the blind and handicapped gratis)

All royalties mentioned above are to be divided in the ratio of 85% to the AUTHOR and 15% to Agent.

All other agreed terms of the Publishing Agreement dated 24,04.2017 remains unchanged.

Signed & Delivered by the within named 'THE AUTHOR'

WITNESSES

"Nothan C. Walker

Signed & Delivered by the within named 'THE PUBLISHERS' Harper Collins Publishers India

Private Ltd, through authorised signatory

WITNESSES

1. July